

REAL ESTATE CONTRACT

1 SK-10105

2 This CONTRACT FOR THE SALE OF LAND executed this date
 3 between RICHARD E. YARNELL and SUSAN L. YARNELL, husband and wife,
 4 and ROBERT D. COLLINS and MAXINE COLLINS, husband and wife, herein-
 5 after referred to as "Seller", and DENNIS J. PHILLIPS and LINDA L.
 6 PHILLIPS, husband and wife, hereinafter referred to as "Purchaser,"

7 W I T N E S S E T H:

8 That for and in consideration of the covenants and
 9 agreements hereinafter provided, the Seller hereby agrees to sell and
 10 convey to the Purchaser, and the Purchaser agrees to buy of the
 11 Seller the following described real property, hereinafter referred
 12 to as the "premises" or "property," upon the terms and conditions
 13 provided in this contract.

14 DESCRIPTION OF PROPERTY: Situated in the County of
 15 Skamania, State of Washington:

16 That portion of the Northwest Quarter of the North-
 17 east quarter of Section 19, Township 1 North, Range
 5 E.W.M., described as follows:

18 Beginning at a point 1,671.78 feet West from the
 19 Northeast corner of said Section 19, said point
 20 being located on the Westerly bank of an unnamed
 21 stream; thence following the Westerly bank of said
 22 stream South 27 feet to a point marked by an iron
 23 wire, thence South 01°41' East 50.66 feet; thence
 24 South 35°24' West 41.30 feet; thence South 21°20'
 25 West 124.85 feet; thence South 30°25'30" East 102.21
 26 feet; thence South 15°15'30" East 100.68 feet; thence
 27 South 28°17' West 126.20 feet; thence South 16°13'
 28 East 215 feet more or less, to the intersection of
 29 the Westerly bank of said stream with the Northerly
 30 right of way line of Primary State Highway No. 14,
 31 thence in a Southwesterly direction following the
 32 Northerly right of way line of said highway to
 intersect the West line of the Northwest Quarter of
 the Northeast Quarter of said Section 19; thence
 North 1,030 feet, more or less, along said West line
 to the North Quarter corner of said Section 19; thence
 along the North line of said Section 19, 968.22 feet
 more or less, to the point of beginning.

EXCEPT those portions thereof conveyed to E. Marion
 Filer and Dolores Mae Filer, husband and wife, by
 instruments dated September 28, 1973, and January 29,
 1976, and recorded October 19, 1973, and July 1, 1976,
 in Book 65 of Deeds at pages 812 and 813 and in Book
 71 of Deeds at pages 178 and 179, under Auditor's
 File No. 76764 and 82438, respectively.

1 TOGETHER WITH the easements and rights of way for
 2 water pipelines and the exclusive right to use and
 3 develop the springs located thereon; with the right
 4 to repair and maintain same as reserved in the
 5 instruments dated September 28, 1973, and January 29,
 1976, and recorded October 19, 1973, and July 1,
 1976, in Book 65 of Deeds at pages 812 and 813 and
 in Book 71 of Deeds at pages 178 and 179, under
 Auditor's File No. 76764 and 82438, respectively.

6 AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

7 1. CONSIDERATION AND PAYMENT: The total purchase and sale
 8 price is the sum of THIRTY THOUSAND DOLLARS (\$30,000.00) of which
 9 Purchaser has paid to Seller the sum of SEVEN THOUSAND FIVE HUNDRED
 10 DOLLARS (\$7,500.00) upon the execution of this contract, the receipt
 11 whereof Seller hereby acknowledges. The balance of the purchase
 12 price in the amount of \$22,500.00 shall be due and payable by
 13 Purchaser to Seller in monthly installments of TWO HUNDRED FIFTY
 14 DOLLARS (\$250.00) or more at Purchaser's option, commencing on
 15 March 1, 1977, and continuing on the 1st day of each month thereafter
 16 until the entire purchase price and interest is paid in full, except
 17 that the Purchaser shall not pay more than the aforesaid \$250.00
 18 per month in the calendar year 1977. The declining balances of
 19 the purchase price shall bear interest from the date of this contract
 20 at the rate of eight and one-half per cent (8 1/2%) per annum, and
 21 the monthly installments aforesaid shall be first credited to the
 22 interest accruing from month to month, and the balance applied
 23 to the principal.

24 2. TAXES AND ASSESSMENTS: Seller warrants that the real
 25 property taxes and all assessments on the property are paid through
 26 the calendar year 1976, and such taxes thereon for 1977 will be
 27 prorated between the parties as of the date of this contract.
 28 Purchaser covenants to seasonably pay all such real property taxes
 29 and any other municipal or governmental assessments hereafter
 30 levied on the property during the performance of this contract.

31 3. INSPECTION AND RISK OF LOSS: Purchaser agrees that
 32 they have fully inspected the real property herein bargained to be
 sold and is relying on no representations or warranties except as

Real Estate Contract - 2

1 expressed in this contract. Purchaser assumes the risk of loss or
2 damage to said property by fire or otherwise, and agrees that the
3 destruction of said property, in whole or in part, or that the
4 taking of said property or any part thereof for public use, shall
5 not constitute a failure of consideration on the part of the Seller.

6 4. POSSESSION, USE AND TITLE: Purchaser shall be entitled
7 to the possession of the property upon the execution of this contract
8 and thereafter while this contract is not in default, except that
9 Seller reserves the privilege of inspecting the property at all
10 reasonable times concerning the performance of this contract.
11 Purchaser covenants to use the premises in a lawful manner and to
12 commit or suffer no waste to the same. Purchaser covenants further
13 to seasonably pay all charges to such premises for repairs, utilities,
14 improvements or otherwise, to the end that no liens for the same may
15 attach to the property. If Purchaser shall fail or neglect to make
16 any such payments, shall fail or neglect to pay the taxes or
17 assessments thereon, or shall neglect to pay any charge which in the
18 opinion of Seller may attach as a lien to the premises, then Seller
19 may, at his election, make any such payments, and any sums so paid
20 by Seller shall be repayable by Purchaser on demand, or Seller may,
21 at his election, add the amount thereof to the unpaid balance of
22 this contract.

23 Upon complete payment and performance of this contract
24 Seller covenants to execute and deliver to Purchaser a warranty
25 deed in statutory form conveying the property to Purchaser as herein
26 described and free of liens or encumbrances as of the date of this
27 contract, but Seller shall not warrant against any such liens or
28 encumbrances that may be incurred or suffered to be incurred by
29 Purchaser subsequent to the date of this contract. Seller further
30 agrees to furnish to Purchaser as soon as procurable a policy of
31 title insurance in the amount of the purchase price insuring
32 Purchaser's interest in the property pursuant to this contract.

1 It is agreed by and between the parties hereto that no
2 assignment or contract for assignment of this contract and/or no
3 contract by Purchaser to sell the property, nor any portion thereof,
4 shall be void unless the same shall be consented to by Seller
5 in writing.

6 5. PERFORMANCE AND DEFAULT: This contract shall bind the
7 heirs, executors, administrators and assigns of the respective parties
8 hereto. Time and exact performance in all things shall be of the
9 essence of this contract. In event of default by Purchaser in the
10 payment of the several sums herein provided, or in event of the failure
11 or neglect of Purchaser to perform the several terms and conditions
12 of this contract, and said default having continued for a period of
13 fifteen (15) days, then Seller may declare Purchaser's interest
14 hereunder forfeited and may repossess the property, retaining any
15 sums theretofore paid as liquidated damages for such failure to
16 perform and for the use and occupancy of the premises. Seller
17 may in the alternative bring action on any intermediate overdue
18 installments or upon any payments made by Seller and repayable by
19 Purchaser, and the institution of any such action shall not
20 constitute an election or remedy as to any subsequent default. The
21 waiver by Seller of any breach of this contract shall not be construed
22 as a waiver of said covenants or of any future breach of any term
23 of this contract.

24 In the event Seller must retain an attorney to enforce
25 any provision of this contract, or to have the same forfeited, as
26 above provided, Purchaser agrees to pay to Seller such sums as the
27 Court in any such action declares to be reasonable as attorney's
28 fees together with any costs incurred. Any notice concerning the
29 enforcement or forfeiture of this contract may be made to Purchaser
30 by registered or certified mail, addressed to Purchaser at their
31 last known mailing address.

32 Real Estate Contract - 4

1 6. INDEMNITY AGREEMENT: It is hereby understood by
2 and between the parties hereto that there is a mortgage against
3 the undivided one-half interest of Robert D. Collins and Maxine R.
4 Collins, husband and wife, in the approximate amount of \$5,000.00
5 and Robert D. Collins and Maxine R. Collins hereby agree to make
6 the payments due and owing on said mortgage and not to permit any
7 default and to have same paid in full at or prior to the final
8 payment of this contract by Purchaser and further to hold harmless
9 and indemnify Richard E. Yarnell and Susan Yarnell, husband and
10 wife, from any claim which may arise as a result of said mortgage.

11 IN WITNESS WHEREOF, the parties have executed this
12 instrument this 1st day of February, 1977.

13
14 Richard E. Yarnell _____ SUSAN YARNELL
RICHARD E. YARNELL

15
16 Robert D. Collins _____ MAXINE COLLINS
ROBERT D. COLLINS

17 S E L L E R

18
19 Dennis J. Phillips _____ LINDA L. PHILLIPS
DENNIS J. PHILLIPS

20 P U R C H A S E R

21 STATE OF New York)
22 COUNTY OF Queens) ss.

23 On this day personally appeared before me Susan Yarnell,
24 to me known to be the individual described in and who executed the
25 within and foregoing instrument and acknowledged that she signed
26 the same as her free and voluntary act and deed, for the uses and
27 purposes therein mentioned.

28 GIVEN under my hand and official seal this 1st day
29 of February, 1977.

30
31 Leon C. Budren
NOTARY PUBLIC in and for the State of
New York

32 Residing at _____
LEON C. BUDREN
Notary Public, State of New York
No. 17-1000 Queens County
Term Expires March 30, 1977

1 STATE OF WASHINGTON)
2 COUNTY OF CLARK) ss.

3 On this day personally appeared before me Richard E.
4 Yarnell, and Robert D. Collins and Maxine Collins, husband and
5 wife, to me known to be the individuals described in and who
6 executed the within and foregoing instrument and acknowledged
7 that they signed the same as their free and voluntary act and
8 deed, for the uses and purposes therein mentioned.

9 GIVEN under my hand and official seal this 12th day
10 of January, 1977.

11
12 Richard E. Yarnell
NOTARY PUBLIC in and for the State of
Washington, residing at _____
13

14 STATE OF WASHINGTON)
15 COUNTY OF CLARK) ss.

16 On this day personally appeared before me Dennis T. Phillips
17 and Linda L. Phillips, husband and wife, to me known to be the
18 individuals described in and who executed the within and foregoing
19 instrument and acknowledged that they signed the same as their
20 free and voluntary act and deed, for the uses and purposes therein
21 mention.

22 GIVEN under my hand and official seal this 12th day
23 of January, 1977.

24
25 Dennis T. Phillips
NOTARY PUBLIC in and for the State of
Washington, residing at _____
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Real Estate Contract - 6